

THE FOLLOWING DESCRIBES THE TERMS ON WHICH KOALA MACHINERY CORPORATION OFFERS YOU ACCESS TO OUR WEBSITE.

We may amend this agreement at any time by posting the amended terms on this site.

**WEBSITE USE:**

1. You agree you will not use this site in a way that at our discretion places an unreasonable demand on our information technology infrastructure.
2. You may not copy, reproduce, modify, create derivative works from, nor distribute content from this site without our prior written consent.

**PRIVACY:**

1. We do not share, sell or trade your contact information.
2. We do not release your contact information to third parties unless by order of law enforcement, court, or regulatory body.
3. Contact information provided by you may be used by us to contact you in the future, and you may opt out of these communications at your choice.

**EQUIPMENT SPECIFICATIONS & LISTINGS:**

1. Equipment listings are provided as an accommodation. A formal hardcopy quote and invoice is the only means by which we offer equipment for sale.
2. EQUIPMENT SALES BY KOALA MACHINERY CORPORATION ARE SUBJECT TO TERMS AND CONDITIONS AS STATED IN THE QUOTES AND INVOICES WE MAIL IN RESPONSE TO CUSTOMER INQUIRIES. WE WILL PROVIDE THESE TERMS AND CONDITIONS VIA EMAIL UPON REQUEST. It is the buyer's responsibility to review these terms and conditions prior to purchase.
3. Equipment specifications may not be accurate, are subject to change without prior notice, and it is the buyer's responsibility to verify all specifications through in-person inspection.
4. Equipment offered may be located places other than our Northbrook, IL facility. Please inquire before making travel plans as we are not responsible for same.

**SELLING YOUR EQUIPMENT:**

1. You grant us license to use the information you supply to us so that we are not violating any rights seller may have in that information, and agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, reproduction, and database rights (but no other rights) to this information.
2. Koala Machinery Corporation will use Seller's information in accordance with our Privacy Policy.

**NO WARRANTY:**

1. IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT.
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

**JURISDICTION:**

1. Users agree these terms and conditions and this agreement is governed by the laws of the State of Michigan, County of Wayne. Any claims or causes of action shall be adjudicated by a court of competent jurisdiction located in Wayne County, Michigan.

